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Superior Court of California
County of Los Angeles

SEP 15 2021

Sherril R. Carter, Executive Officer/Clerk of Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ELIAS MANRIQUEZ PEREZ aka PEDRO
LOPEZ, individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

HANNIBAL INDUSTRIES, INC., a California
corporation, AFFILIATED TEMPORARY
HELP, a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: **21 ST CV 34035**

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum and Regular Rate Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Elias Manriquez Perez aka Pedro Lopez (“Plaintiff”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Hannibal Industries, Inc., Affiliated
6 Temporary Help, and Does 1 through 10 (collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 minimum and regular rate wages, failure to pay overtime wages, failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
10 and meal periods, failure to timely pay all wages to terminated employees, and failure to furnish
11 accurate wage statements.

12 2. Plaintiff brings the First through Seventh Causes of Action individually and as a class
13 action on behalf of herself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
15 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
16 California and classified as a non-exempt employee during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and establishment
19 within the State of California, including Los Angeles County. As such, and based upon all the
20 facts and circumstances incident to Defendants’ business in California, Defendants are subject to
21 the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
22 and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants maintained a
24 systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, overtime wages, in compliance with the California Labor Code and
27 IWC Wage Orders;
28 (b) Failing to maintain accurate records of the hours employees worked;

- 1 (c) Failing to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failing
3 to maintain accurate records of all meal periods taken or missed, and
4 failing to pay an additional hour's pay for each workday a meal period
5 violation occurred;
- 6 (d) Failing to authorize and permit employees to take timely and duty-free rest
7 periods in compliance with the California Labor Code and IWC Wage
8 Orders, and failing to pay an additional hour's pay for each workday a rest
9 period violation occurred;
- 10 (e) Willfully failing to pay employees all minimum wages, overtime wages,
11 meal period premium wages, and rest period premium wages due within
12 the time period specified by California law when employment terminates;
13 and
- 14 (f) Failing to provide employees with accurate, itemized wage statements
15 containing all the information required by the California Labor Code and
16 IWC Wage Orders.

17 5. On information and belief, Defendants, and each of them were on actual and
18 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
19 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
20 willful and deliberate.

21 6. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
23 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
24 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
25 "respondeat superior".
26
27
28

1 **THE PARTIES**

2 **A. Plaintiff**

3 7. Plaintiff is a California resident who worked for Defendants in Los Angeles County,
4 California as a painter from approximately October 2020 to May 2021.

5 8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
6 if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American*
7 *Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8 **B. Defendants**

9 9. Plaintiff is informed and believes, and based upon that information and belief
10 alleges, that Defendants Hannibal Industries, Inc. and Affiliated Temporary Help are:

- 11 (a) California corporations with their principal places of business in Los
12 Angeles, California;
- 13 (b) Business entities conducting businesses in numerous counties throughout
14 the State of California, including in Los Angeles County; and
- 15 (c) The former employers of Plaintiff, and the current and/or former employers
16 of the putative Class. Defendants suffered and permitted Plaintiff and the
17 Class to work, and/or controlled their wages, hours, or working conditions.

18 10. Plaintiff does not know the true names or capacities of the persons or entities sued
19 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
20 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
21 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
22 names and capacities of these Defendants when they have been ascertained, together with
23 appropriate charging allegations, as may be necessary.

24 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
25 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
26 and/or injured a significant number of the Plaintiff and the Class in the State of California.

27 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
28 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and

1 the other employees described in the class definitions below, and exercised control over their
2 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
3 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
4 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
5 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
6 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
7 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
8 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
9 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
10 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
11 abetted the conduct of all other Defendants.

12 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13 13. Plaintiff worked for Defendants in Los Angeles County, California as a painter
14 from approximately October 2020 to May 2021. At all times Defendants classified Plaintiff as
15 non-exempt from California's overtime requirements. During the statutory time period, Plaintiff
16 was typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a
17 single workday.

18 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
19 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
20 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
21 periods, failed to maintain accurate records of the hours Plaintiff worked, failed to timely pay all
22 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
23 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
24 Defendants was typical and illustrative.

25 15. Throughout the statutory period, Defendants maintained a policy and practice of
26 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Defendants
27 regularly use a system of time rounding in a manner that resulted, over a period of time, in failing
28 to compensate Plaintiff and the Class properly for all the time they have actually worked, even

1 though the realities of Defendants' operations are such that it is possible, practical, and feasible
2 to count and pay for work time to the minute. Plaintiff and the Class were also required to work
3 off-the-clock, and uncompensated. For example, Plaintiff and the Class were required to wait in
4 line in order to clock into work each workday and when returning from meal periods,
5 uncompensated. Also, Plaintiff and the Class were required to arrive early and prepare for their
6 shifts, which included without limitation the preparing of paint, unpacking of tools, and putting
7 on disposable coveralls and disposable masks/gloves, all uncompensated and prior to clocking
8 into work. Plaintiff and the Class were required to be ready for work when the shift began,
9 requiring them to arrive early to complete these tasks. Also throughout the statutory period,
10 Plaintiff and the Class received non-discretionary bonuses and other remuneration. However,
11 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of
12 pay, leading to underpayment of overtime wages to Plaintiff and the Class. In maintaining a
13 practice of not paying all wages owed, Defendants failed to maintain accurate records of the
14 hours Plaintiff and the Class worked.

15 16. Throughout the statutory period, Defendants have wrongfully failed to provide
16 Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not
17 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
18 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
19 of work, or without compensating Plaintiff and the Class for meal periods that were not provided
20 by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform
21 Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or,
22 for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also did not
23 have adequate policies or practices to document and verify whether Plaintiff and the Class were
24 taking their required meal periods. Accordingly, Defendants' policy and practice was to not
25 provide meal periods to Plaintiff and the Class in compliance with California law.

26 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
27 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants regularly,
28 but not always, required Plaintiff and the Class to work in excess of four consecutive hours a day

1 without Defendants authorizing and permitting them to take a 10-minute, continuous and
2 uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
3 without compensating Plaintiff and the Class for rest periods that were not authorized or
4 permitted. Further, Plaintiff and the Class were not authorized to leave the premises during their
5 rest periods. Accordingly, Defendants' policy and practice was to not authorize and permit
6 Plaintiff and the Class to take rest periods in compliance with California law.

7 18. Throughout the statutory period, Defendants willfully failed and refused to timely
8 pay Plaintiff and the Class at the conclusion of their employment all wages, including overtime
9 wages, meal period premium wages, and rest period premium wages. Defendants maintained a
10 practice of not paying the final wages on the same day of termination.

11 19. Throughout the statutory period, Defendants failed to provide adequate and suitable
12 seating to its employees despite the fact that seating was possible for its employees throughout
13 the workday.

14 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
15 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
16 and net wages earned (including correct hours worked, correct wages earned for hours worked,
17 correct overtime hours worked, correct wages for meal periods that were not provided in
18 accordance with California law, and correct wages for rest periods that were not authorized and
19 permitted to take in accordance with California law). As a result of these violations of California
20 Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- 21 (a) the violations led them to believe that they were not entitled to be paid
22 minimum wages, overtime wages, meal period premium wages, and rest
23 period premium wages to which they were entitled, even though they were
24 entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum,
26 overtime, meal period premium, and rest period premium wages to which
27 they were entitled, even though they had not been;
- 28

- 1 (c) the violations led them to believe they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium wages
3 at the correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum, overtime,
5 meal period premium, and rest period premium wages at the correct
6 California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to
15 lose entitlement and/or accrual of the full amount of Social Security,
16 disability, unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wage
18 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
19 Class were paid less than the wages and wage rates to which they were
20 entitled.

21 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
22 226(e).

23 **CLASS ACTION ALLEGATIONS**

24 21. Plaintiff brings certain claims individually, as well as on behalf of each and all
25 other persons similarly situated, and thus, seeks class certification under California Code of Civil
26 Procedure § 382.

27 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
28 authorized by California law.

1 23. The proposed Class consists of and is defined as:

2 All persons who worked for any Defendants in California as an hourly-paid,
3 non-exempt employee at any time during the period beginning four years before
4 the filing of the initial complaint in this action and ending when notice to the
 Class is sent.

5 24. At all material times, Plaintiff was a member of the Class.

6 25. Plaintiff undertakes this concerted activity to improve the wages and working
7 conditions of all Class Members.

8 26. There is a well-defined community of interest in the litigation and the Class is readily
9 ascertainable:

10 (a) Numerosity: The members of the Class (and each subclass, if any) are so
11 numerous that joinder of all members would be unfeasible and impractical.
12 The membership of the entire Class is unknown to Plaintiff at this time,
13 however, the Class is estimated to be greater than 100 individuals and the
14 identity of such membership is readily ascertainable by inspection of
15 Defendants' records.

16 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
17 the interests of each Class Member with whom there is a shared, well-
18 defined community of interest, and Plaintiff's claims (or defenses, if any)
19 are typical of all Class Members' claims as demonstrated herein.

20 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
21 the interests of each Class Member with whom there is a shared, well-
22 defined community of interest and typicality of claims, as demonstrated
23 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
24 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
25 the rules governing class action discovery, certification, and settlement.
26 Plaintiff has incurred, and throughout the duration of this action, will
27 continue to incur costs and attorneys' fees that have been, are, and will be
28 necessarily expended for the prosecution of this action for the substantial

benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to

Class Members;

- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to provide Class Members with accurate wages statements;
- (f) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1 1) Inconsistent or varying adjudications with respect to individual
2 members of the Class which would establish incompatible standards
3 of conduct for Defendants; and/or
4 2) Adjudications with respect to the individual members which would,
5 as a practical matter, be dispositive of the interests of other
6 members not parties to the adjudications, or would substantially
7 impair or impede their ability to protect their interests, including but
8 not limited to the potential for exhausting the funds available from
9 those parties who are, or may be, responsible Defendants; and,
10 (g) Defendants have acted or refused to act on grounds generally applicable to
11 the Class, thereby making final injunctive relief appropriate with respect to
12 the class as a whole.

13 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of the
14 Class that would set forth the subject and nature of the instant action. The Defendants' own
15 business records may be utilized for assistance in the preparation and issuance of the
16 contemplated notices. To the extent that any further notices may be required, Plaintiff would
17 contemplate the use of additional techniques and forms commonly used in class actions, such as
18 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
19 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

20 **FIRST CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

22 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 20 in this Complaint.

24 31. "Hours worked" is the time during which an employee is subject to the control of
25 an employer, and includes all the time the employee is suffered or permitted to work, whether or
26 not required to do so.

27 32. At all relevant times herein mentioned, Defendants knowingly failed to pay to
28 Plaintiff and the Class compensation for all hours they worked. By their failure to pay

1 compensation for each hour worked as alleged above, Defendants willfully violated the
2 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
3 Orders, which require such compensation to non-exempt employees.

4 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
5 non-overtime hours worked for Defendants.

6 34. By and through the conduct described above, Plaintiff and the Class have been
7 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

8 35. By virtue of the Defendants' unlawful failure to pay additional compensation to
9 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
10 suffered, and will continue to suffer, damages in amounts which are presently unknown to
11 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
12 will be ascertained according to proof at trial.

13 36. By failing to keep adequate time records required by California Labor Code §
14 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
15 compensation due Plaintiff and the Class.

16 37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
17 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
18 wages.

19 38. California Labor Code section 204 requires employers to provide employees with
20 all wages due and payable twice a month. Throughout the statute of limitations period applicable
21 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
22 required by law, including minimum wages. However, during all such times, Defendants
23 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
24 pay those wages twice a month.

25 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
26 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
27 218.5, 218.6, and 1194(a).

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1 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
2 California Labor Code and/or other statutes.

3 48. California Labor Code § 204 requires employers to provide employees with all
4 wages due and payable twice a month. The Wage Orders also provide that every employer shall
5 pay to each employee, on the established payday for the period involved, overtime wages for all
6 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
7 with all compensation due, in violation of California Labor Code § 204

8 **THIRD CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide Meal Periods)**

10 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 20 in this Complaint.

12 50. Under California law, Defendants have an affirmative obligation to relieve the
13 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
14 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
15 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
16 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
17 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
18 violation of Section 226.7 of the California Labor Code for an employer to require any employee
19 to work during any meal period mandated under any Wage Order.

20 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
21 and the Class with both meal periods as required by California law. By their failure to permit
22 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
23 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
24 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
25 the applicable Wage Orders.

26 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of
27 additional wages for each workday he or she was not provided with all required meal period(s),
28 plus interest thereon.

1 **FOURTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

3 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 20 in this Complaint.

5 54. Defendants are required by California law to authorize and permit breaks of 10
6 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
7 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
8 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
9 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
10 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
11 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
12 the California Labor Code for an employer to require any employee to work during any rest
13 period mandated under any Wage Order.

14 55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
15 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
16 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
17 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
18 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
19 the California Labor Code and the applicable Wage Orders.

20 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of
21 premium wages rate for each workday he or she was not provided with all required rest break(s),
22 plus interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
25 **Penalties)**

26 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 20 in this Complaint.
28

1 58. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
3 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
4 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
5 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 59. Within the applicable statute of limitations, the employment of Plaintiff and many
8 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
9 employment of others will be. However, during the relevant time period, Defendants failed, and
10 continue to fail to pay terminated Class Members, without abatement, all wages required to be
11 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
12 seventy-two (72) hours of their leaving Defendants' employ.

13 60. Defendants' failure to pay Plaintiff and those Class members who are no longer
14 employed by Defendants their wages earned and unpaid at the time of discharge, or within
15 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
16 Code §§ 201 and 202.

17 61. California Labor Code § 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
19 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
20 commenced; but the wages shall not continue for more than thirty (30) days.

21 62. Plaintiff and the Class are entitled to recover from Defendants their additionally
22 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
23 maximum pursuant to California Labor Code § 203.

24 63. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
25 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
26 incurred in this action.

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
3 **Compliant Wage Records)**

4 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 20 in this Complaint.

6 65. At all material times set forth herein, California Labor Code § 226(a) provides that
7 every employer shall furnish each of his or her employees an accurate itemized wage statement
8 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
9 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
10 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
11 on written orders of the employee may be aggregated and shown as one item, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
13 employee and the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
16 the corresponding number of hours worked at each hourly rate by the employee.

17 66. Defendants have intentionally and willfully failed to provide employees with
18 complete and accurate wage statements. The deficiencies include, among other things, the
19 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
20 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

21 67. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
22 and the Class have suffered injury and damage to their statutorily-protected rights.

23 68. Specifically, Plaintiff and the members of the Class have been injured by
24 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
25 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
26 statements under California Labor Code § 226(a).

27 69. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
28 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as

1 a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
3 laws and regulations.

4 70. Plaintiff and the Class are entitled to recover from Defendants the greater of their
5 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or
6 an aggregate penalty not exceeding four thousand dollars per employee.

7 71. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
8 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
9 Code § 226(h).

10 **SEVENTH CAUSE OF ACTION**

11 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
12 **et seq.)**

13 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein
14 paragraphs 1 through 20 in this Complaint.

15 73. Defendants, and each of them, are "persons" as defined under California Business
16 & Professions Code § 17201.

17 74. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seek
19 to enforce important rights affecting the public interest within the meaning of Code of Civil
20 Procedure § 1021.5.

21 75. Defendants' activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business & Professions
23 Code §§ 17200, *et seq.*

24 76. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
25 predicated on the violation of any state or federal law. All of the acts described herein as
26 violations of, among other things, the California Labor Code, are unlawful and in violation of
27 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
28

1 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
2 California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Pay Minimum Wages**

4 77. Defendants' failure to pay minimum wages, and other benefits in violation of the
5 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
6 Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Overtime Wages**

8 78. Defendants' failure to pay overtime compensation and other benefits in violation of
9 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
10 prohibited by California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Maintain Accurate Records of All Hours Worked**

12 79. Defendants' failure to maintain accurate records of all hours worked in accordance
13 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
14 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 80. Defendants' failure to provide meal periods in accordance with California Labor Code
17 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Maintain Accurate Records of Meal Periods**

20 81. Defendants' failure to maintain accurate records of employee meal periods in
21 accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,
22 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code
23 §§ 17200, *et seq.*

24 **Failure to Authorize and Permit Rest Periods**

25 82. Defendants' failure to authorize and permit rest periods in accordance with California
26 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
27 unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

1 **Failure to Provide Accurate Itemized Wage Statements**

2 83. Defendants' failure to provide accurate itemized wage statements in accordance
3 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
4 prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 84. By and through their unfair, unlawful and/or fraudulent business practices
6 described herein, the Defendants, have obtained valuable property, money and services from
7 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
8 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

9 85. Plaintiff and the Class Members suffered monetary injury as a direct result of
10 Defendants' wrongful conduct.

11 86. Plaintiff, individually, and on behalf of members of the putative Class, are entitled
12 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
13 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
14 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
15 the Class are not obligated to establish individual knowledge of the wrongful practices of
16 Defendants in order to recover restitution.

17 87. Plaintiff, individually, and on behalf of members of the putative class, are further
18 entitled to and do seek a declaration that the above described business practices are unfair,
19 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
20 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
21 practices in the future.

22 88. Plaintiff, individually, and on behalf of members of the putative class, have no
23 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
24 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
25 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
26 above, Plaintiff, individually, and on behalf of members of the putative Class, suffered and will
27 continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from
28 continuing to engage in said unfair, unlawful and/or fraudulent business practices.

89. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

90. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

1 9. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Second Cause of Action

3 10. That the Court declare, adjudge and decree that Defendants violated California Labor
4 Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
5 wages due;

6 11. For general unpaid wages at overtime wage rates as may be appropriate;

7 12. For pre-judgment interest on any unpaid overtime compensation commencing from
8 the date such amounts were due;

9 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code § 1194(a); and,

11 14. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Third Cause of Action

13 15. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code §§ 226.7 and 512, and the IWC Wage Orders;

15 16. For unpaid meal period premium wages as may be appropriate;

16 17. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
19 for costs of suit incurred herein; and

20 19. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fourth Cause of Action

22 20. That the Court declare, adjudge and decree that Defendants violated California Labor
23 Code §§ 226.7 and 512, and the IWC Wage Orders;

24 21. For unpaid rest period premium wages as may be appropriate;

25 22. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;

27 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
28 for costs of suit incurred herein; and

1 24. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Fifth Cause of Action

3 25. That the Court declare, adjudge and decree that Defendants violated California Labor
4 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
5 termination of the employment;

6 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
7 employees who have left Defendants' employ;

8 27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

9 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

10 29. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Sixth Cause of Action

12 30. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
14 willfully failed to provide accurate itemized wage statements thereto;

15 31. For statutory penalties and actual damages pursuant to California Labor Code §
16 226(e);

17 32. For injunctive relief to ensure compliance with this section, pursuant to California
18 Labor Code § 226(h);

19 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

20 34. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Seventh Cause of Action

22 35. That the Court declare, adjudge and decree that Defendants violated California
23 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
24 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
25 accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain
26 accurate records of all hours worked and meal periods, and failing to furnish accurate wage
27 statements;

1 36. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
2 interest from the day such amounts were due and payable;

3 37. For the appointment of a receiver to receive, manage and distribute any and all funds
4 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
5 result of violations of California Business & Professions Code §§ 17200 *et seq.*;

6 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
7 Code of Civil Procedure § 1021.5;

8 39. For injunctive relief to ensure compliance with this section, pursuant to California
9 Business & Professions Code §§ 17200, *et seq.*; and,

10 40. For such other and further relief as the Court may deem equitable and appropriate.

11 As to all Causes of Action

12 41. For any additional relief that the Court deems just and proper.

13
14 Dated: September 15, 2021

Respectfully submitted,

15 MOON & YANG, APC

16
17 By: _____

Kane Moon
Lilit Ter-Astvatsatryan
Attorneys for Plaintiff

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21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a trial by jury as to all causes of action triable by jury.

23
24 Dated: September 15, 2021

MOON & YANG, APC

25
26 By: _____

Kane Moon
Lilit Ter-Astvatsatryan
Attorneys for Plaintiff